

5/8/80

Site: 10TH & DUNNED

ID #: MD1980086221

Broke: 1111

8195

Other:

5/8/80

0736

EN 1234 # 196

LEASE

THE PARTIES, unto this 8 day of May, 1980, by and between:  
AMC LAND COMPANY, a Baltimore Corporation, hereinafter called "Lessor", and  
SOUTHERN CREDIT COMPANY, a Missouri Corporation, hereinafter called "Lessee".

WITNESSETH, that Lessor for and in consideration of the rents and covenants  
hereinafter set out, does by these presents lease and let unto the Lessee the  
surface only of eight (8) acres more or less, hereinafter called the demised  
premises, which demised premises are described as:

Eight (8) acres approximately in the middle of the  
Southwest Quarter (SW<sub>1/4</sub>) of the Northeast Quarter  
(NE<sub>1/4</sub>) of Section Thirty-two (32), Township Twenty-  
eight (28), Range Thirty-two (32), Jasper County,  
Missouri; said eight acres to be staked by the  
parties.

1. Term. The initial term of this lease shall be for a period of five  
(5) years, commencing on the 1st day of May, 1980, and terminating on the last  
day of April, 1985.

2. Rent. As compensation for its use of the said demised premises during  
the initial term, Lessee does covenant, promise and agree to pay unto Lessor as  
monthly rent for said premises on or before the first day of each month, the sum  
of Two hundred and No/100 (\$200.00) Dollars. If any rental payment due here-  
under be not paid when due, the same shall draw interest at the rate of ten  
(10%) per cent per annum from its due date until paid, which interest shall  
become part of such rental payment.

3. Taxes. The Lessee shall pay any increase in the taxes imposed and  
levied against the demised premises after the taxes for the year 1979, whether  
the increase in taxation results from a higher tax, an increase in the assessed  
valuation of the demised premises, or both, provided, however, the Lessor shall  
pay any increases in taxes imposed for the use of the underground storage  
facility beneath the demised premises. The Lessee shall also pay any special  
assessments imposed on the land or realty for any purpose whatsoever during  
the stated term, any extension term and agrees to pay the amount of any city  
taxes levied against the demised premises if the demised premises should be  
located in a city.

4. Liability. During and within the term of this lease, Lessee agrees  
to cause no damage to the land or structures thereon, except as may be necessary  
in the ordinary course of business.

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with bodily injury liability limits of \$1,000,000.00 per person, and \$1,000,000.00 per accident, and property damage liability limits of \$1,000,000.00 per accident, with responsible insurance companies, protecting Lessor and Lessee against any liability to any person whomsoever for injury to person or damage to property arising out of or in connection with the lessee's use of the demised premises, or in the condition of said demised premises excluding any condition which results from past or subsurface use. Said policy shall name the Lessor as a co-insured. Lessee shall furnish Lessor with a certificate of said insurance.

3. Indemnification for general liabilities - Lessee to indemnify lessor.

The Lessee shall indemnify Lessor against all liabilities, damages, and other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Lessor by reason of any of the following occurring during the term of this lease or any extension thereof:

(a) Any use or condition of the demised premises or any part thereof, or space adjacent thereto, excluding any subsurface use or condition resulting therefrom;

(b) Any negligence on the part of the lessee or its agents, contractors, licensees, or invitees;

(c) Any personal injury or property damage occurring on or about the demised premises excluding any injury or damage resulting from subsurface use; and

(d) Any failure on the part of the lessee to perform or comply with any covenant to be performed or complied with by the lessee hereunder.

If any action or proceeding is brought against the Lessor by reason of any such occurrences, the Lessee upon written notice from the Lessor will at the Lessee's expense select or direct such action or proceedings by counsel approved in writing, such approval not to be unreasonably withheld.

4. Inspection and use of facilities. Lessee and Lessor's agents and representatives shall have the right at any time and during the continuance of this lease for the purpose of inspecting the condition of the demised premises, and shall have the right to use the facilities used on the demised premises at any time.

5. Removal of property. Lessee may at his sole cost and expense, remove in the demised premises, any property which may be the property of Lessor upon the termination of this lease.

8. Use of the property by Lessor. The Lessee shall have full use and enjoyment of the demised premises during the full term of the lease, subject only to the rights reserved herein by Lessor and two mineral deeds attached hereto as Exhibit "A". Lessor covenants that, except for the rights reserved herein to the Lessor, the Lessee, upon paying the rent, shall and may peaceably and quietly have, hold and enjoy the demised premises and all related appurtenances, rights, privileges and easements throughout the initial term without any hindrance by the Lessor or any person claiming by, through or under it. In the event mining operations are commenced on the demised premises during the term of this lease and such mining operations interfere with the Lessee's use of the demised premises as a portable concrete ready-mix plant then Lessor may terminate this lease and Lessor agrees to reimburse Lessee for its reasonable expenses in relocating the portable concrete ready-mix plant.

9. Fixtures. Any permanent buildings, permanent structures, fences, wells, railroad spur or utility installations shall remain on the demised premises and become the property of Lessor upon the termination of this lease. It is Lessee's intention to install a portable concrete ready-mix plant and erect temporary structures without underground foundation as storage sheds and it is understood by the parties that such portable concrete ready-mix plant and other temporary structures shall be and remain the personal property of Lessee.

10. Right of first refusal. In the event that Lessor shall at any time determine to sell the demised premises, Lessor agrees to notify Lessee in writing of the terms of the proposed sale and Lessee shall have a period of thirty (30) days from and after such notification in which to agree to purchase the demised premises upon the same terms and conditions as those set forth in the Lessor's notice. This right of first refusal shall continue until the demised premises are in fact sold upon the same terms and conditions made available to Lessee, and thereafter this right of first refusal shall cease. A liquidation of Lessor shall not be considered a sale of the demised premises.

11. Rent to begin: (a). The lessee may extend the term of this lease for two (2) additional periods (extended term) of five (5) years each by giving written notice of intention least thirty (30) days prior to the expiration of the then current lease term. For each month of the extended term or terms the monthly rental shall be Two hundred and No/1st. (\$201,00) dollars per month.

payable on or before the first day of each month, plus an additional amount, if any, as shall be sufficient to give the Lessor for each month during the extended term or terms a total rental equal to the purchasing power of \$200.00 per month for the month of May, 1980, computed in the manner set forth in paragraph 11(b) herein.

(b) Within thirty (30) days after the publication and issuance thereof Lessor shall deliver to the Lessee a copy of the Consumer Price Index (hereinafter called the Index) for Kansas City, Missouri, for all items of the Bureau of Labor Statistics of the United States Department of Labor, for the month ending May 31, 1980, (hereinafter called the "base" period), and for the months ending May 31, 1985 and May 31, 1990. If the Index for the months ending May 31, 1985 and May 31, 1990, show a decrease in the purchasing power of \$200.00 per month as compared to the Index for the month ending May 31, 1980, the Lessor, shall furnish the lessee with a computation of the additional monthly rental, if any, to be paid by the lessee for the extended lease term. Such additional amount shall be added to and paid with the monthly rental. Pending the determination of the additional amount, if any, to be paid by the lessee, the lessee shall continue to pay the monthly rent at the rate of \$200.00 per month, and when the additional amount has been determined, the lessee shall immediately pay or make up to the amount of such addition, monthly payments that shall have elapsed from the commencement of the lease term in question, up to and including said payment. In event shall the monthly rent be less than \$200.00.

(c) If, at the time required for the payment of the additional rent, the Index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power.

(d) Default. If lessee defaults in fulfilling any of the covenants of this lease, then upon lessor serving a written thirty (30) day's notice upon lessee specifying the precise nature of said default and upon the expiration of said thirty (30) days, if lessee shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completed, cured or remedied within said thirty (30) day period, and if lessor shall not have diligently commenced action in the appropriate court on the day of service, shall be relieved of all

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reasonable diligence and in good faith proceed to remedy or cure such default, then Lessor may serve a written three (3) days' notice of cancellation of this lease upon Lessee, and upon the expiration of said three days, this lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such three day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Lessee shall then quit and surrender the demised premises to Lessor, but such surrender shall not release the Lessee from any liabilities under the terms of this lease.

13. Notices. Any notices required to be delivered under the terms of this lease shall in the case of the Lessor be delivered to:

Acme Land Company  
P.O. Box 66  
Joplin, Missouri 64801  
Attention: Raymond Sharp, Secretary

and in the case of the Lessee be delivered to:

Joplin Cement Company  
10th and Byers Avenue  
Joplin, Missouri 64801  
Attention: J. Wallace Sparks, President

or in the case of either the Lessor or Lessee, at such place as Lessor or Lessee may designate from time to time in writing.

14. Assignment and subletting. Lessee shall not lease or sublet the whole or any part of the demised premises without Lessor's written consent.

15. Condition of leased premises. Lessee acknowledges that the demised premises were formerly used for farming, grazing and mining operations and acknowledges that its agents have examined the demised premises prior to the making of this lease, and accept the property in its present condition, and that no representations as to the condition of the leased premises have been made by the Lessor or its agents.

In witness whereof, the parties have executed this lease in duplicate, each signing original, the day and year first above written.

RECORDED IN BOOK

Corporate Seal Not Affixed

S. C. Sharp

Attest:

Secretary

Ray Sharp

LESSOR

ATTORNEY:

Secretary Ann Harley

1234 N 201

JOPLIN CEMENT COMPANY

J. Wallace Sparks

LESSEE

STATE OF MISSOURI )  
COUNTY OF JASPER ) ss

On this 5th day of May, 1980, before me appeared S. C. Sharp, to me personally known, who, being by me duly sworn, did say that she is the president of Acme Land Company, a Delaware corporation; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said S. C. Sharp acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year last above written.

Notary Public

Sheron Measer

Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
COUNTY OF JASPER ) ss

On this 21 day of May, 1980, before me appeared J. Wallace Sparks, to me personally known, who, being by me duly sworn, did say that he is the president of Joplin Cement Company, a Missouri corporation; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said J. Wallace Sparks acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year last above written.

Notary Public

Ann Harley

Commission Expires: ANN HARLEY, Notary Public

Date of Record  
County of Record

FILED FOR RECORD,  
At K.  
Date: MAY 29 1980  
Clerk: Walter Richard